



Order under Section 135 Residential Tenancies Act, 2006

File Number: LTB-T-003136-26

In the matter of: 2516 KALADAR AVE
OTTAWA ON K1V 8C5

Between: Jade Bruins Tenant

And

Tomasz Stroinski Landlords
Robert Hoffman

Jade Bruins (the 'Tenant') applied for an order determining that Tomasz Stroinski and Robert Hoffman (the 'Landlords') collected or retained money illegally.

This application was heard by videoconference on May 11, 2026.

The Landlords, Tomasz Stroinski and Robert Hoffman and the Tenant attended the hearing.

As of 9:23am, Jasleen Kaur Brar was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing.

As of 9:23am, Araftoz Kaur was not present or represented at the hearing, upon inquiring in the Tribunals Ontario Portal (TOP), there was not email address provided for Araftoz Kaur and the address noted in TOP for Araftoz Kaur was the rental unit in which he no longer resides.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the Tenant's application is dismissed.

Preliminary Issue:

Who are the appropriate parties to this application?

2. On the Board's motion I sought to clarify who the correct parties to the application were and if there was a requirement to adjourn the matter for proper service of Araftoz Kaur to ensure that all the parties could be present to hold a proper hearing.

3. Within the Tenant, Jade Bruins ('JB') application she states she entered into a 'sublet agreement' and provided her last month's rent (LMR) deposit to Jasleen Kaur Brar and Araftoz Kaur.
4. JB's evidence included a tenancy agreement (DOC-7142030) titled 'Roommate Agreement', which directed JB to provide LMR to Jasleen Kaur Brar and Araftoz Kaur. Further, JB was to pay rent directly to Tomasz Stroinski and Robert Hoffman (the 'Landlords').
5. The parties agree that a new 4-month fixed term Lease Agreement was to be executed commencing January 2026 to April 2026. Further, JB's LMR would be applied to the month of April 2026.
6. I am satisfied on the evidence before me that JB entered into a tenancy agreement with the Landlord's as the parties had orally agreed to the terms of the new Lease Agreement and those terms only required formalization in writing.
7. The parties consented to remove Jasleen Kaur Brar and Araftoz Kaur from the application, as such, Jasleen Kaur Brar and Araftoz Kaur shall be removed as parties to this application.

T1 Application

8. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Did the Tenant provide lawful notice to terminate the tenancy?

9. Pursuant to s. 106(10) of the Act a landlord is mandatorily required to apply a last month's rent deposit to the last month of the tenancy. This means the first question before the Board here is: when did the tenancy terminate?
10. JB paid a last month rent deposit in the amount of \$600.00 on August 15, 2025.
11. It was undisputed that the Tenant provided 2-weeks notice to vacate on December 15, 2025. It was also undisputed that the Tenant moved out of the rental unit and returned the keys to the Landlords on December 31, 2025.
12. The difficulty here is that moving out of the rental unit does not legally terminate the tenancy. Under the Act a tenancy is terminated by Board order, by valid notice to terminate or by agreement.
13. The Tenant testified that she paid the month of December 2025 and was waiting to sign a new fixed-term Lease Agreement beginning January 2026 until April 2026, she states that while the other joint Tenant's received the Lease Agreement for signature, she had not, with this said, she did review the Lease Agreement. JB stated that she informed the Landlord's on December 15, 2025 that she was vacating the rental unit on December 31, 2025.

14. The Landlord, Mr. Stroinski's testimony was undisputed. Mr. Stroinski testified that the Lease Agreement was sent to the new Tenant's for signature, and it was sent in sequential order, so this may be the reason the Tenant did not receive the Lease Agreement. Further, he states that they sent follow-ups to the Tenant's as a group reminding them to sign the new Lease Agreement.
15. The Landlord, Mr. Hoffman's testimony was undisputed. Mr. Hoffman testified that the Tenant only provided 2-weeks notice that she was vacating and as a result of the Tenant's actions the Landlord's lost approximately \$5,000.00 due to the short notice of the Tenant. Further, he states that an email was sent to the new group of Tenants informing them that as a result of the short notice, the LMR would not be returned to the Tenant.

Analysis

16. Section 44(2) outlines that where a party wishes to terminate a monthly tenancy the party shall give at least 60 days before the date the termination and that date shall be on the last day of a rental period. Even if I accept the Tenant's testimony that they informed the Landlord they were terminating their tenancy with 2-weeks notice at the end of December 2025, the Tenant's notice does not comply with subsection 44(3) of the Act. Furthermore, there was no agreement with the Landlord to terminate the tenancy early.
17. Therefore, the tenancy did not lawfully terminate when the Tenant vacated with just 2-weeks notice on December 31, 2025.
18. Pursuant to s. 88(3) of the Act the Tenant's liability for the rent ended when the Landlords re-rented the unit which did not happen until after January 2026. This means that the deposit should be applied to the rent due under the Lease Agreement for the month of January 2026, unless the evidence establishes the Landlords failed to take reasonable steps to minimize their losses by re-renting the unit as soon as possible. (See ss. 88(4) and 16.). The parties agreed that the Tenant provided 2-weeks notice to vacate and the Landlord's testified that they took immediate steps to re-rent the unit and were able to re-rent the unit until February 2026. I find that the Landlord has reasonably attempted to mitigate their losses given the short notice of the Tenant.
19. As a result, and pursuant to s. 106(10) of the Act, the Landlords were correct in applying the deposit to the rent due for the month of January 2026. Therefore, they are not retaining the deposit in contravention of the Act and the Tenant's application must be dismissed.

It is ordered that:

1. The Tenant's application is dismissed.

May 27, 2026
Date Issued

Angela Smith
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.